

2754.

AGREEMENT BETWEEN  
THE  
CITY OF HACKENSACK



AND  
HACKENSACK PUBLIC WORKS SUPERVISORS  
LOCAL 911, INTERNATIONAL UNION  
OF PRODUCTION, CLERICAL PUBLIC EMPLOYEES  
FOR THE PERIOD  
1/01/96 TO 12/31/2002

**TABLE OF CONTENTS**

<b><u>TITLE</u></b>	<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
Acting Assistant Superintendent Stipend	31	26
CDL License	30	26
Clothing	8	6
Dues Deductions/Agency Shop	25	22
Duration	33	27
Education	13	9
Emergency Lunch Payment	9	7
Funeral Leave	23	22
Grievance Procedure	18	17
Hospitalization/Dental/Optical Insurance	17	14
Holidays	21	20
Hours of Work	4	4
Injury Leave	14	9
Jury Duty & Emergency Leave	28	25
Leave of Absence	27	24
Longevity	7	5
Management Rights	26	24
Overtime Provisions	6	4
Personal Day	22	21
Preamble	--	1
Recall	10	8

## **TABLE OF CONTENTS**

<b><u>TITLE</u></b>	<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
Recognition	2	2
Retirement Leave/Buy Back Provision	16	12
Safety Gear	32	27
Severability & Savings	29	25
Sick Leave	15	11
Standby	11	8
Tardiness	5	4
Tools	12	8
Union Activities	24	22
Vacations	20	19
Wages	3	3
Work Stoppages	19	19

PREAMBLE

This AGREEMENT entered into this 19<sup>th</sup> day of April 1999,  
by and between the City of Hackensack, New Jersey, hereinafter  
referred to as the "City", and the HACKENSACK PUBLIC WORKS  
SUPERVISORS, LOCAL 911 of the International Union of Production,  
Clerical and Public Employees, (IUPCPE), hereinafter referred to  
as the "Union".

## ARTICLE 1 - GENERAL/PUBLIC EMPLOYEES

### General

1.1 In order to increase general efficiency of the Hackensack Public Works Supervisors, to maintain the existing harmonious relationship between the City and its employees and to promote the morale, rights, well-being, and sincerity of the Unit, the City and the Union hereby agree as follows:

### Public Employees

1.2 The Union and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

## ARTICLE 2 - RECOGNITION

2.1 The City of Hackensack hereby recognizes the I.U.P.C.P.E., Local 911, as the sole and exclusive representative of all employees identified on the PERC Certification of Representatives, Docket No. R0-98-58, dated December 12, 1997.

2.2 Wherein the Unit is defined as follows:

UNIT INCLUDES: All blue collar supervisors in the Department of Public Works including garage supervisors, body shop supervisor and maintenance repairer supervisor employed by the City of Hackensack.

EXCLUDES: All managerial executives, confidentials, police, professional and craft employees within the

meaning of the Act, all non-supervisors, the public works superintendent, assistant public works superintendent, all other employees included in any other collective negotiations unit and all other employees employed by the City of Hackensack.

#### ARTICLE 3 - WAGES

3.1 The annual base salary increase for all employees covered by this Agreement shall be set forth in Appendix A.

3.2 A pro-rata base salary increase, based upon full months of service, shall be granted to employees hired during the preceding calendar year.

#### 3.3 EMERGENCY OPERATORS - FRONT END LOADERS STIPEND

- a) The Superintendent of Public Works and/or the Superintendent of Sanitation shall certify and designate to the City Manager, annually, not more than eight (8) employees, which may include non-supervisory employees, as Emergency Operators of The Front End Loaders (2 yd. bucket).
- b) The designated Emergency Operators may be assigned to operate the Front End Loaders during Leaf Collection, Snow Emergency or any other emergent or non-emergent situation as determined by either Superintendent.
- c) Each employee so certified and designated by the Superintendents shall receive an annual stipend, payable each December, in the amount of \$600.00 pro-rata based upon the number of full months so assigned in that calendar year.
- d) The designation or replacement of any operator shall be at the sole discretion of the Superintendents.

#### ARTICLE 4 - HOURS OF WORK/WORK WEEK

4.1 The hours of work shall be established by the City wherein the work day shall consist of eight (8) hours from 7:00 A.M. to 4:00 P.M. with one (1) hour lunch break. The work week shall be forty (40) hours, exclusive of hours during which members may be summoned and/or kept on duty because of an emergency.

4.2 The work week shall commence on Sunday and terminate at midnight on the subsequent Saturday.

#### ARTICLE 5 - TARDINESS

5.1 Each employee must punch his own time card daily or, in the absence of a time clock, notify a responsible individual of his/her starting time and quitting time to insure a permanent record and accurate payroll.

5.2 Each employee who reports to work after the designated starting time or departs from work prior to the designated quitting time shall be charged a fee equal to the "stand-by day rate" for each quarter (1/4) hour or fraction thereafter that the employee is not at work.

5.3 This fee may be waived for just cause by the superintendent provided that both the employee's request for waiver and the superintendent's approval of same is in writing and forwarded to the party responsible for the payroll.

#### ARTICLE 6 - OVERTIME PROVISIONS

6.1 For the purpose of this Article the work week shall commence on Sunday and terminate at Midnight on the subsequent Saturday.

6.2 Each employee shall be paid at the rate of time and one-half (1-1/2) for all work performed in excess of forty (40) hours per work week.

6.3 Subject to the provisions of Section 6.6, employees required to work on Saturday shall be paid at the total rate of time and one-half (1-1/2) provided however that they have worked a minimum of forty (40) hours in that work week.

6.4 Subject to the provisions of Section 6.6, employees required to work on Sunday shall be paid at the total rate of double time provided however that they have worked a minimum of forty (40) hours in that work week.

6.5 Subject to the provisions of Section 6.6, employees required to work on a holiday shall be paid the total rate of double time and one-half (2-1/2) for all hours worked on that holiday provided however that they have worked a minimum of forty (40) hours in that work week.

6.6 For the purposes of computing premium time, absences due to the use of sick days, vacation days, holidays, personal day and funeral leave or other paid leave shall be considered as days worked.

#### ARTICLE 7 - LONGEVITY

7.1 In addition to the salary ranges indicated, each employee will receive longevity pay of one percent (1%) for each two (2) years of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity

payment. In order to qualify for such longevity pay, the employee must have earned two (2) years service credit on or before January 4, March 31, June 30, or September 30, in order to receive the added one percent (1%) longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as the result of a change in base salary for promotion, increment, wage increase or new position, the employee will receive a longevity increase on the new base salary at the same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employee last became employed on a full-time basis by the City. Leaves of absence without pay, with the exception of employees on official leave of absence due to military duty, will not be considered in determining the length of service.

7.2 Any employee hired from and after the effective date of December 1, 1987, will receive longevity pay at the rate of 2% for each four (4) years of service.

7.3 Longevity shall be eliminated as to all new hires or employees transferred or promoted into this unit after 1/14/99.

#### ARTICLE 8 - CLOTHING

8.1 The City will provide work clothes for the members of the Union in accordance with past practice.

8.2 Effective in 1999 and in addition to 8.1 above, the City will

purchase one (1) winter jacket for each DPW Supervisor under the following conditions:

- a) The design and color of the jacket will be selected by the City.
- b) The employee must provide for the care and maintenance of the jacket.
- c) The jacket and all other clothing supplied by the City shall be considered as part of the work uniform and must be worn when appropriate and as directed by the City.
- d) The employee must turn in his damaged jacket to receive a replacement of same.
- e) If the jacket is lost or stolen the employee must pay for the replacement.

8.3 Failure to wear the work clothing as directed, or to properly care and maintain same will subject the employee to disciplinary action.

#### ARTICLE 9 - EMERGENCY LUNCH PAYMENT

9.1 The City shall pay to each employee a stipend as shown below to be used as lunch money when that employee is called back, after punching his time card out for that day, to work any time after his normal work day.

9.2 The City shall pay to each employee a stipend as shown below to use as lunch money when that employee, who has not punched his time card out for that day, is asked and works not less than two (2) hours after his normal work day.

9.3 A second lunch payment stipend shall be made at the end of the second full shift in the event that an employee is required to work two full shifts in any normal work day.

9.4 For the purpose of this contract an emergency shall be defined as an unforeseen combination of circumstances which calls for immediate action.

9.5 The emergency lunch payment stipend shall be \$5.00.

#### ARTICLE 10 - RECALL

10.1 Whenever any member of the bargaining unit is recalled to perform work during a period that is not contiguous to his regularly scheduled work, he shall be guaranteed pay for a period of two (2) hours. The City shall have the option of relieving any employee so recalled from remaining at work for the two (2) hour period.

#### ARTICLE 11 - STANDBY

11.1 All employees on official standby shall be paid \$5.00 per day regardless of whether or not they are called upon to perform their duties.

#### ARTICLE 12 - TOOLS

12.1 The City will pay to each Mechanic, who supplies the majority of the tools necessary for his daily function, an annual sum as shown below for tools and equipment replacement and for the wear and tear of the Mechanic's tools:

1996-2002  
\$275

12.2 Said payment shall be made in December and shall be pro-rata per month in those cases wherein an eligible Mechanic's employment

is less than a full calendar year as a result of date of employment or non-paid leave.

#### ARTICLE 13 - EDUCATION

13.1 Education allowance for job related courses shall be permitted in any approved college, university or high school when approved in advance in writing by the City Manager. For those employees taking high school courses, such courses shall be taken at Hackensack High School. Payment of tuition shall be made to the student upon successful completion of the course.

#### ARTICLE 14 - INJURY LEAVE

14.1 Whenever an employee subject to this Contract is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he shall be entitled to injury leave with full pay, at the rate of pay in existence at the time of his injury, for a maximum aggregate period of one year commencing with the date of such injury, or before (1) year if he has been accepted for retirement by the Public Employees Retirement Pension System. Any payments of temporary disability insurance by the City or its Workmens' Compensation Insurance Carrier shall be credited toward the full pay set forth above. If the injury, illness, or disability continues beyond one (1) year, he shall be paid on the basis of his accumulated sick leave. The City and the Union agree that the New Jersey Workers' Compensation Law shall apply and provide temporary disability benefits to an eligible employee beyond the one (1) year aggregate

injury leave provision outlined above.

**14.2** The City, or its Workers' Compensation Insurance Carrier, shall pay hospital, medical and surgical expenses incurred by any member of the Union who is injured in the performance of his duties.

**14.3** Injury leave shall be granted, provided the employee:

- a) Presents evidence that he is unable to work, in the form of a certificate from a reputable physician forwarded to the Department Head within forty-eight (48) hours of the injury.
- b) Reports when requested, for an examination by a physician appointed by the City or its Workers' Compensation Insurance Carrier.

**14.4** An employee on injury leave must be available to be contacted during the hours which constitute his normal daily work schedule. Failure to be available, will subject the employee to disciplinary action.

**14.5** All injury leaves shall terminate when the physician appointed by the City or the Workers' Compensation Insurance Carrier reports in writing that the employee is fit for duty.

**14.6** An employee will be removed from injury leave and charged sick leave:

- a) If the employee fails to report for a scheduled doctor's appointment.
- b) If in the opinion of the attending physician the employee is able to return to light or limited duty and fails to do so.

**14.7** In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or its insurance

carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgement in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation or the final decision of the last reviewing court shall be binding upon the parties.

#### ARTICLE 15 - SICK LEAVE

15.1 Sick Leave entitlement for all full-time employees shall be one (1) day per month in the first calendar year of employment and 1 1/4 days per month thereafter, accumulative, to be used for non-occupational injuries and illnesses, as covered under New Jersey Department of Personnel Rules and Regulations and subject to State Statutes.

15.2 When an employee does not report for duty for a period of greater than three (3) days or totaling more than ten (10) days, in an eight (8) month period because of sickness, he shall show proof of his inability to work by submitting to the employee's supervisor, if requested, a certificate signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates a leave is requested, physically able to perform any duty connected with his job. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested, the employee shall submit to an examination by a physician appointed by the City to substantiate such illness.

15.3 In order to receive compensation while absent on Sick Leave, the employee shall notify his supervisor within one (1) hour before the time set for him to begin his daily schedule. An employee who is absent for five (5) consecutive days or more and does not notify his Department Head on any of the first five (5) days, will be subject to dismissal in accordance with the N.J. Department of Personnel rules.

15.4 Sick leave with pay will not be allowed under the following conditions:

- a) If the employee, when under medical care, fails to carry out the order of the attending physician.
- b) If, in the opinion of the assigned physician, the employee is ill or disabled because of self-inflicted wounds, self-inflicted intoxication or the use of habit forming drugs.
- c) Sick leave shall not be allowed for such things as ordinary dental or vision care or for non-medical professional services.
- d) More than three (3) consecutive days sick without a doctor's certification.
- e) More than ten (10) accumulated sick leave days in an eight (8) month period, without a doctor's certification.

#### ARTICLE 16 - RETIREMENT LEAVE/BUY BACK PROVISION

16.1 Upon retirement, as defined below, the employee shall, or upon death, the employee's estate shall receive payment for accumulated unused sick leave as prescribed herein and for all accumulated, unused and unforfeited vacation, holiday and compensatory leave. A City retiree shall receive payment for his accumulated unused sick leave as follows:

- a) Any employee hired on or before December 1, 1987, shall be paid 100% of his accumulated unused sick leave without limit.
- b) Any employee hired after December 1, 1987, shall be paid 75% of his accumulated unused sick leave, not to exceed 50% of his final annual salary as defined below.
- c) For purposes of computing the retirement leave benefit based upon sick days, such sick days shall be paid at the rate of 1/260 times the retiree's final annual salary as defined below.
- d) Definitions:

Retiree/Retirement - An employee of the City of Hackensack whose application for retirement has been approved by the applicable State Retirement System (P.E.R.S. or P.F.R.S.), and receives retirement income from the retirement system. "Deferred Retirements" as defined by the applicable State Retirement System shall not be included in this definition.

Final Annual Salary - The summation of the base salary, longevity and education.

**16.2** The City of Hackensack may, at its sole discretion, offer to buy back a portion of the accrued unused sick days of any employee who meets all of the following criteria:

- a) 25 years or more of creditable service in his/her respective pension.
- b) Age 55 or older.
- c) 100 or more accrued unused sick days.
- d) Hired before December 1, 1987.

**16.3** The City shall not buy back days so as to deplete the employee's accrual of sick days below the level of 100 days on the date of buy back.

**16.4** The employee shall have the right to refuse the decision of

the City to buy back a portion of his/her sick days if such would create a hardship on the employee or irreparable harm based upon factual considerations.

#### **ARTICLE 17 - HOSPITALIZATION/DENTAL INSURANCE**

**17.1** The City shall provide all full-time members covered by this Agreement and eligible members of their families as outlined below:

1. Hospitalization, Major Medical and Rider "J" or its equivalent.
2. (a) Hospitalization coverage for all member retirees, with 25 or more years of service credit, and eligible members of their families to commence at age fifty-five (55) until such time as employee becomes eligible for Medicare.  
(b) A member who qualified for Service or Special Retirement under the PERS, prior to attaining the age requirement noted above (2a), may qualify for the Health Benefit Insurance program by exchanging one and one quarter (1 1/4) paid leave days, (vacation, sick, personal) for each month that he/she needs to attain the age requirement.  
(c) At age sixty-five (65), coverage for employee's (not spouse or eligible members of their family) Medicare only.
3. (a) Employees who are forced to submit for an ordinary disability pension must have been employed ten (10) or more years to be eligible for this benefit except for accidental disability pension which has no requisite time requirement.  
(b) At age sixty-five (65), coverage for employee's (not spouse or eligible members of their family) Medicare only.
4. Each retiree shall be responsible to notify the City in writing when he becomes age sixty-five (65) for the inclusion in the subject insurance coverage.

5. A Retiree who:

1. Is under age 65 and
2. is covered by the City's Health Benefit Insurance Program and
3. is actively employed by another employer and
4. is covered by his current employer's Health Insurance Program, shall submit all medical claims first to his current employer's Health Benefit Insurance Program as his "primary" insurance carrier so long as he/she continues to be insured. The City's Health Benefit Insurance Program shall remain as his/her secondary coverage.

17.2 The City shall provide several H.M.O. medical benefit plans which can be selected annually by an eligible employee in lieu of the indemnity plan outlined above. An employee selecting an H.M.O. plan shall reimburse the city through periodic payroll deductions, one month in advance, for the cost differential in those cases wherein the H.M.O. cost exceeds the indemnity plan.

17.3 The City and the Members of the Union shall provide a Dental Benefit Insurance Program during the term of this Agreement sponsored by Delta Dental Insurance, together with orthodontic coverage not to exceed \$800 per year per patient, subject to the following conditions:

- a. The City shall pay the lesser of 50% of the enrollee's annual premium or \$150.00 (pro rata for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.
- b. It is understood and agreed that no employee shall be obligated to participate in said program. Once enrolled, at the inception of the program or subsequently at future bi-annual enrollment dates, an employee may voluntarily terminate his enrollment; however, re-enrollment at a later date during continuous employment with the City will be denied.

- c. Part-time and seasonal employees shall not be eligible for this insurance.
- d. Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company, provided however, that the coverage provided by such change shall not be substantially different form that previously enjoyed.
- e. The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the City and receives a bi-weekly pay check.
- f. Once enrolled, the employee may not voluntarily change his or her enrollment status (i.e., single, husband and wife, parent and child, family) unless the change is as a result of a bonafide status change (i.e., birth, marriage, death, divorce, adoption, emancipation of dependent child).
- g. All enrollees shall pay their share of the monthly premium via payroll deductions which shall be withheld and paid one month in advance of coverage.

#### 17.4 Local 911 Dental and Optical Benefit Plan

Eligible member of this Union may exercise an irrevocable election to join the Local 911 Dental and Optical Benefit Plan, as opposed to the City's Dental Plan (see 17.3 above). Under the 911 plan:

- a. An eligible member shall be defined as an employee covered under this contract (see Recognition Article) and employed for three (3) consecutive full months.
- b. An eligible member who elects to enroll in the Local 911 Plan must notify the Payroll Department at City Hall 30 days prior to the commencement of payroll deductions.
- c. Both the City and the enrolled member may commence premium payments to the Local 911 Welfare Fund effective on the member's fourth (4th) month of full employment.
- d. Coverage begins after the City and the employee make three (3) months of premium payments. Thus, a newly hired member could have coverage no earlier than after six (6) full months of continuous employment.

- e. The City agrees to contribute to the Local 911 Welfare Fund the sum of \$150.00 per year at \$12.50 per month for each enrolled eligible member and shall deduct from each enrolled eligible member the sum of \$39.52 per month during the term of this contract and remit same to the Local 911 Welfare Fund on a monthly basis.
- f. An enrolled member's eligibility and City/employee contributions shall terminate during any 30 day period when he/she is not entitled to pay due to absence, Leave of Absence without pay, suspensions or other similar circumstances. Reenrollment shall commence when the member returns to full duty.
- g. The City shall identify all contributions remitted to the Local 911 Welfare Plan by employee name.
- h. The Union and the Local 911 Welfare Fund shall indemnify the City of Hackensack and hold it harmless from any and all claims which may be made against it arising out of or in connection with its dental and optical benefits plan.
- i. All eligible members hired before the signing of this contract shall be eligible for coverage effective after enrollment and the City and members have made three (3) months of contributions to the Local 911 Welfare Fund.
- j. The Union shall be responsible to notify each newly hired member of this plan.

#### ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 The purpose of the grievance procedure shall be to settle all grievances between the City and the Union as quickly as possible, so as to insure efficiency and promote employee's morale.

18.2 A grievance shall be defined to mean an alleged violation by an employee, group of employees, or the Union or by the City of specific provision of this Agreement.

**18.3** No settlement of a grievance presented by an employee shall contravene any provisions of this Agreement, or applicable provisions of N.J. Statutes.

**18.4 Procedure:**

- a. The matter shall first be discussed orally with the employee's immediate supervisor within 7 calendar days of occurrence giving rise to the grievance. If such discussion does not resolve the grievance, it may be processed to the next step.
- b. Within 7 calendar days from receiving a final answer from the employee's immediate supervisor, the grievance shall be presented in writing, to the Department Head who shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within 7 calendar days of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.
- c. Within 7 calendar days of the transmittal of the written answer by the Department Head, either party may then request a hearing before the City Manager. Either party may appeal the City Manager's ruling to the N.J. Department of Personnel or the Public Employment Relations Commission to provide arbitration service, or submit the grievance to the arbitration panel established by the Governor under the provisions of P.L. 1968, c.303 New Jersey Employer-Employee Relations Act. The authority of the arbitrator shall be limited to the interpretation and application of this Agreement. He shall have no right to add to or subtract from the Agreement.

**18.5** The decision of the arbitrator shall be final and binding on both parties.

**18.6** Each party shall bear its own costs, but the cost of the arbitrator shall be borne by the parties, based upon the PERC filing date of the charge, according to the following:

Unsuccessful Party	70%
Successful Party	30%

#### ARTICLE 19 - WORK STOPPAGES

19.1 Since adequate grievance procedures are provided in this Agreement, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignation, mass absenteeisms or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the City.

19.2 Nothing contained herein shall be deemed to diminish or modify any rights or remedies of any of the parties as contained in any laws or statutes or any regulations promulgated by a governmental agency.

#### ARTICLE 20 - VACATIONS

20.1 All employees hired prior to the execution date of this Agreement, shall be granted vacation leave based upon the following from date of hire

<u>Years Service by December 31</u>	<u>Vacation Days Earned</u>
First Year	1 day per full month
1 - 2	12
3 - 4	13
5 - 9	14
10 - 14	16
15 - 19	18
20 - 24	21
25 - 29	23
30+	26

## **20.2 Administrative Provisions:**

- (1) Vacation leave must be earned before it can be taken. Vacation leave earned in one year can only be taken after January 1, of the next year, and must be taken before December 31st of the subsequent year or forfeited. A newly hired employee may request and receive up to five (5) vacation days with pay during his first calendar year of employment with specific approval of the City Manager. Any vacation leave so utilized will be charged against the employee's total vacation leave accrual.
- (2) An employee shall be paid for earned but unused and unforfeited vacation leave upon termination of employment if proper notice is given. Two (2) weeks notice is considered proper.
- (3) If an employee is on a leave of absence without pay for more than two weeks in any month, he does not earn vacation leave for that month, except in the case of military leave with pay.
- (4) An employee on an approved leave of absence with pay status will continue to accrue vacation leave, according to his length of service and regular work schedule.
- (5) Nothing contained in this Article shall be deemed to interfere with the right of management to either cancel a vacation or to change the time for the taking of same where the interests of the department so dictate.

## **ARTICLE 21 - HOLIDAYS**

**21.1** The following days are recognized as paid holidays for the purpose of this Agreement:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
July 4th  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving

Election Day/General/November  
Christmas Day

**21.2** If any holidays fall on a Sunday, the Monday after shall be considered and recognized as the holiday for the purposes of this Agreement.

**21.3** If any holidays fall on a Saturday, the Friday before shall be considered and recognized as the holiday for the purposes of this Agreement.

**21.4** An employee who is scheduled to work on a holiday and fails to report to work on said holiday shall not receive any pay for that holiday; however, if the employee's failure to work is the result of leave permitted under the terms of this Agreement, he shall receive one day's pay only, which shall be for the one day permitted leave. If said employee calls in sick on a holiday, he shall receive one (1) day's pay only, which shall be for the one sick day.

#### **ARTICLE 22 - PERSONAL DAY**

**22.1** One (1) personal day off with pay shall be granted to all full-time members of the bargaining unit to be used within that calendar year.

- a. This personal day shall be requested, in writing, seventy-two (72) hours in advance, and approved by the Department Head. This day shall not be used before or after a scheduled vacation period or a legal holiday as defined herein.
- b. A first year employee shall be eligible for this benefit only upon completion of six (6) continuous months of employment.

c. The City will not reimburse an employee for an unused personal day upon termination of employment or retirement. In the event of an employee's death, his estate shall receive pay for his unused personal day.

**ARTICLE 23 - FUNERAL LEAVE**

23.1 In the event of a death occurring in the "immediate family" of a full-time member of the Union, the member shall be granted three (3) work days off without loss of pay or loss of any of his accumulated sick leave in accordance with the following:

23.2 "Immediate family" shall be defined to include: spouse, children, mother, father, brother, sister, grandparents, grandchildren, foster child, mother-in-law, father-in-law, brother-in-law, sister-in-law and relatives of the employee residing in the employee's household.

**ARTICLE 24 - UNION ACTIVITIES**

24.1 The Union President or one (1) designated representative shall be given time off with pay for attendance at unfair practice proceedings and for the processing of grievances, including arbitration. The President and one (1) Union member shall be given time off with pay for collective bargaining meetings, inclusive of arbitration, provided that this time off is with applicable Department Head's permission and does not adversely affect the safe and efficient delivery of services.

**ARTICLE 25 - DUES DEDUCTIONS/AGENCY SHOP**

25.1 The City shall deduct Union dues in accordance with State statutes and remit the sum so deducted to the Treasurer of the Union.

25.2 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the City shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount not greater than eight-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

25.3 The union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

**ARTICLE 26 - MANAGEMENT RIGHTS**

26.1 The Union recognizes that the City may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the City.

26.2 The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the New Jersey Department of Personnel to do the following:

- a. To direct employees of the City.
- b. To hire, assign, promote, transfer and retain employees covered by this Agreement with the City or to suspend, demote, discharge, or take disciplinary action against employees.
- c. To make work assignments and work and shift schedules.
- d. To relieve employees from duties because of lack of work, or other legitimate reasons.
- e. To maintain the efficiency of the City operations entrusted to them.
- f. To determine the methods, means and personnel by which such operations are to be conducted.

**ARTICLE 27 - LEAVES OF ABSENCE**

27.1 The City Manager may at his sole discretion and without right of appeal by employee grant permanent employees a leave of absence without pay for a period not to exceed one (1) year. A leave may be extended beyond one (1) year for exceptional circumstances upon the request of the City Manager and written approval of the New Jersey Department of Personnel.

27.2 An employee shall not accrue credit for vacation days, sick days, longevity pay, holiday pay, annual stipends or any other allowances, during a leave of absence without pay or during a suspension.

27.3 A leave of absence shall not disqualify an applicant for a promotional examination.

27.4 Prior to commencing the L.O.A., an employee is responsible to discuss with his/her department head the status of his/her medical, dental and/or disability insurance and pension while on L.O.A.

#### ARTICLE 28 - JURY DUTY & EMERGENCY LEAVE

28.1 Employees shall be given leave with pay when:

- a) Performing Jury Duty
- b) Summoned to appear as a witness before a court, legislative committee or judicial or quasijudicial body unless the appearance is as an individual and not as an employee or other Officer of the City.
- c) Performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States.

28.2 Any monies received by the employee for his/her appearance in situations outlined above shall be returned to the City, except when such monies are payment for transportation and/or meals.

#### ARTICLE 29 - SEVERABILITY AND SAVINGS

29.1 Should any part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

**ARTICLE 30 - CDL LICENSE**

30.1 Effective on or before 4/1/92, in accordance with Federal Regulations, all employees who are required or may be assigned to operate a City vehicle covered by said regulations, must secure a CDL License. Failure to comply with this Federal Regulation may result in disciplinary action, loss of pay, demotion and/or reassignment.

30.2 Upon successful completion and securing the CDL License, the City shall reimburse each employee for the application/test and CDL License fee only once.

**ARTICLE 31 - ACTING ASSISTANT SUPERINTENDENT STIPEND**

31.1 The Superintendent of Public Works shall determine and publish a list showing the rotating shift assignments wherein each Supervisor shall assume the function of Acting Assistant Superintendent for an equal portion of the calendar year.

31.2 Each Supervisor so assigned shall receive an annual stipend outside of base salary as shown below, payable each December and pro-rata based upon the number of full months so assigned as a Supervisor in that calendar year.

<u>1996</u>	<u>1997</u>	<u>1998</u>
\$300.	\$300.	\$300.

31.3 The City reserves the sole right to terminate the Acting Assistant Superintendent Stipend and procedure by replacing same with another management organizational structure.

**ARTICLE 32 - SAFETY GEAR**

32.1 The City may issue safety/protective gear (i.e., eye or ear protection, breathing apparatus, back supports, etc.) which is to be used at all times or only when operating specific equipment as directed by the applicable Superintendent. Failure to properly utilize such gear will subject the employee and/or his supervisor to disciplinary action.

**ARTICLE 33 - DURATION**

33.1 Except as this Agreement shall otherwise provide, it shall become effective upon passage by the City Council of the City of Hackensack and shall commence January 1, 1996, and continue in effect until December 31, 2002. This Agreement shall continue in full force and effect until superseded by another Agreement provided both sides mutually agree.

33.2 This Agreement contains the full and entire understanding of the parties in its full and final settlement of all wages and terms and conditions of employment.

33.3 The parties agree that the Union shall be supplied with a reasonable number of copies of this Agreement.

HACKENSACK PUBLIC WORKS SUPERVISORS  
IUPCPE LOCAL 911

Dave Hull BA.  
PRESIDENT

Richard S. Zolay  
IUPCPE REPRESENTATIVE

ATTEST:

CITY OF HACKENSACK

Albert Jn  
MAYOR

Susan Duke  
CITY CLERK, ATTEST

Freddy Mazzoni  
CITY MANAGER

APPENDIX A - DPW SUPERVISORS

<u>EFFECTIVE</u>	<u>BASE SALARY ADJUSTMENT</u>
1/1/96	4.0%
1/1/97	4.0%
1/1/98	4.0%
1/1/99	4.0% (1)
1/1/00	3.5% (2)
1/1/01	3.5%
1/1/02	3.5%

- (1) After applying 4.0% increase to base for Richard Foley and Alfred Schanel Sr., they shall receive an additional \$1,000.00 to base for 1999.
- (2) After applying 3.5% increase to base for Richard Foley and Alfred Schanel Sr., they shall receive an additional \$1,000.00 to base for 2000.

SIDE BAR AGREEMENTS - DPW SUPERVISORS

1. During term of contract, no merit increase will be granted by City without negotiations. This provision will expire on 12/31/02 without additional negotiations.
  
2. The City agrees that the Supervisors will receive stand-by allowance on same terms as DPW/Sanitation unit if such a term is included within the next negotiated DPW/Sanitation CBA.